UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF MISSISSIPPI

IN RE: ELMER L. RICHARDSON

Case No. 19-13557-JDW Chapter 13 Proceedings

OBJECTION OF TOWER LOAN OF MISSISSIPPI TO CONFIRMATION OF PLAN

Tower Loan of Mississippi, LLC, doing business as Tower Loan of Batesville (Tower), files this Objection to Confirmation of Chapter 13 Plan which plan was filed by the Debtor herein (Debtor shall mean joint petitioners as necessary) for the following reasons:

- 1. Debtor has filed a petition for bankruptcy pursuant to Chapter 13 of the United States Bankruptcy Code. The Court has jurisdiction of this matter pursuant to 28 U.S.C. §§157 and 1334 and 11 U.S.C. §§105 and 1325. This is a core proceeding pursuant to 28 U.S.C. §157 (b) (2)(A) and (L). Tower has filed, or will file, a proof of claim in this case as a secured creditor in the amount of \$5,832.26.
- 2. As collateral for the indebtedness, Debtor pledged to Tower certain personal property. A copy of the documentation evidencing Tower's lien is attached hereto.
- 3. Tower objects to confirmation on the basis that the Debtor has failed to schedule payment of the replacement value of the property in which Tower has a security interest at an acceptable rate of interest over the length of the Chapter 13 plan. Tower further objects to any Motions for Valuations or Claim per Section 3.2 of the plan that purports that Tower is an unsecured creditor and to any claims of exemption for any property that is not exemptible or subject to a prior intervening creditor.
- 4. In the event that Debtor proposes to avoid nonpossessory, non-purchase money security interest securing Tower's claim(s) on the basis it impairs exemptions to which Debtor

would be entitled under 11 U.S.C. § 522(b), and to the extent it does not, Tower denies that all of the property is exempt and objects to Debtor's claim of exemption for that property that is not exempt pursuant to Miss. Code Ann. § 85-3-1, et seq., or other applicable law.

- 5. Such failure is grounds for the denial of confirmation of the plan pursuant to §1325 of the Bankruptcy Code.
- 6. Should Debtor not be required to pay the replacement value of the collateral, then Tower requests that Tower be allowed to file an amended proof of claim as a general unsecured creditor.

WHEREFORE PREMISES CONSIDERED, Tower requests that this Court deny confirmation of the proposed plan for the reasons set forth and grant other such relief as the Court may deem proper and just.

Dated this 21st day of October, 2019.

TOWER LOAN OF MISSISSIPPI, LLC

By:/s/ Rebecca Guion Burton

Its Attorney

CERTIFICATE OF SERVICE

I do hereby certify that I have this day electronically filed with the Clerk of Court using the ECF system which sent notification, or mailed, via U.S. Mail, postage fully prepaid to non-ECF participants, a true and correct copy of the foregoing Objection of Tower Loan to Confirmation of Chapter 13 Plan to the following:

Robert Lomenick rlomenick@gmail.com

Office of the U.S. Trustee USTPRegion05.AB.ECF@us.doj.gov

Elmer L. Richardson 4685 Barn Acre Rd. Sardis, MS 38666 Locke D. Barkley ssmith@barkley13.com Chapter 13 Trustee

Dated this the 215th day of October, 2019.

By:/s/ Rebecca Guion Burton

Its Attorney

Prepared By:

Rebecca Guion Burton MSB#: 105059 406 Liberty Park Court P. O. Box 320001 Flowood, MS 39232-0001 Email: gburton@towerloan.com

Telephone: 601-992-0936 Facsimile: 601-992-5176

Case 19-13557-JDW Doc 24 Filed 10/21/19 Entered 10/21/19 10:06:31 Desc Main Case 19-13557-JDW Doc 2 Filed 09/03/19 Entered 09/03/19 16:09:34 Desc Main

	0 1 1 1	Document Page 1	01.7	- 3	
	formation to identify your case:				
Debtor 1	Elmer Richardson				
	Full Name (First, Middle, Last)				
Debtor 2					
(Spouse, if file	ing) Full Name (First, Middle, Last)				
United State	s Bankruptcy Court for the	NORTHERN DISTRICT OF MISSISSIPPI			an amended plan, and ections of the plan that
Case numbe	r:			have been chang	
(II MIIO WII)				-	
Chapter :	13 Plan and Motions for '	Valuation and Lien Avoidan	ce		12/17
Part 1: No	otices				
To Debtors:	indicate that the option is a do not comply with local ru debts must be provided for	•	that it is permissiblonfirmable. The tre	e in your judicial	l district. Plans that
		editors, you must check each box that a			
To Creditor	s: Your rights may be affecte	d by this plan. Your claim may be re-	duced, modified, or	eliminated.	
	You should read this plan ca an attorney, you may wish to	refully and discuss it with your attorney oconsult one.	if you have one in t	his bankruptcy ca	se. If you do not have
	to confirmation on or before	eatment of your claim or any provision re the objection deadline announced is Bankruptcy Court may confirm this p ale 3015.	in Part 9 of the Noti	ce of Chapter 13	Bankruptcy Case
	The plan does not allow clai	ms. Creditors must file a proof of claim	to be paid under any	plan that may be	confirmed.
	plan includes each of the fe	pe of particular importance. Debtors mollowing items. If an item is checked a e if set out later in the plan.	ust check one box o is "Not Included" o	n each line to sta r if both boxes ar	te whether or not the re checked, the
1.1 A	limit on the amount of a secured o	claim, set out in Section 3.2, which ma	ny result in 📝 In	cluded	Not Included
1.2 Av	voidance of a judicial lien or nonp t out in Section 3.4.	ossessory, nonpurchase-money secur	ity interest, 📝 In	cluded	Not Included
	nstandard provisions, set out in P	art 8.	₽ In	cluded	☐ Not Included
Part 2: P	lan Payments and Length of Plan				
1.	ength of Plan.				
The plan per fewer than 6 specified in	0 months of payments are specified	months, not to be less than 36 months, additional monthly payments will be a	or less than 60 month made to the extent ne	ns for above media cessary to make th	an income debtor(s). If ne payments to creditors
2.2 De	ebtor(s) will make payments to the	e trustee as follows:			
Debtor shall the court, an	pay \$4,849.50 (monthly, Order directing payment shall be is	semi-monthly, weekly, or bissued to the debtor's employer at the fo	weekly) to the chapte llowing address:	er 13 trustee. Unle	ss otherwise ordered by
	Direct Pay				
	X==-				

Case 19-13557-JDW Doc 24 Filed 10/21/19 Entered 10/21/19 10:06:31 Desc Main Case 19-13557-JDW Doc 2 Decument Page 2 of 7

	Elmer Ric	Haruson			Case number			
oint Debtor sh ourt, an Order	all pay	monthly, se	mi-monthly, vd	weekly, or Di-we cor's employer at the	eekly) to the chapt e following addre	er 13 truste ss:	e. Unless otherwise ordered l	y the
	-							
.3 Incom	me tax retur	ns/refunds.						
Chec ∲	k all that app Debtor(s	o <i>ly</i> s) will retain any exe	mpt income tax r	efunds received du	ring the plan term	•	H	
	Debtor(s return ar	s) will supply the trund will turn over to t	stee with a copy on the trustee all non-	of each income tax -exempt income tax	return filed during refunds received	g the plan to during the	rm within 14 days of filing t plan term.	1e
	Debtor(s	s) will treat income r	efunds as follows	s: 				
2.4 Additional								
Check one.		"None" is checked,	the rest of § 2.4	need not be comple	eted or reproduced	đ.	¥1	
Part 3: Tre	atment of Se	ecured Claims						
3.1 Mor	tanan (Evo	ept mortgages to be	arammed down	under 11 II S.C.	8 1322(e)(2) and	identified i	n 8 3.2 herein.).	
1.1	igages. (Exc	ept mortgages to be	crammed down	i under 11 c.s.c.	3 1022(0)(2) 1110			
_ Chec	ck all that app	oly.			, ,			
□ No	one. If "None	is checked, the re	st of \S 3.1 need no	ot be completed or .	reproduced.			
3.1(a) Pr	incipal Resid	dence Mortgages: A	all long term secu	red debt which is to	o be maintained a	nd cured un	der the plan pursuant to 11 U	.S.C.
13	22(h)(5) shall	I be scheduled below	v. Absent an obje	red debt which is to	o be maintained an interest, the plan	will be ame	der the plan pursuant to 11 U	.S.C. f of
₽ 133 cla	22(b)(5) shal aim filed by t	l be scheduled belov he mortgage creditor	v. Absent an obje	red debt which is to	o be maintained an interest, the plan	will be ame	der the plan pursuant to 11 Unded consistent with the proc yment proposed herein.	.S.C. f of
t 13: cla 1 Mtg pr Beginning C	22(b)(5) shall aim filed by to mts to Cer December 2	l be scheduled belov he mortgage creditor nlar 019 @	v. Absent an obje r, subject to the st \$1,861.40	ared debt which is to ection by a party in tart date for the con	o be maintained an interest, the plan vitinuing monthly n	will be amen nortgage pa	nded consistent with the proc	.S.C. f of
table 13. cla 1 Mtg pr Beginning D 2 Mtg pr	22(b)(5) shall aim filed by to mis to Cer December 2 mis to Far	l be scheduled belov he mortgage creditor nlar 019 @ m Service Agenc	v. Absent an obje r, subject to the st \$1,861.40	ared debt which is to ction by a party in that date for the con	o be maintained a interest, the plan v tinuing monthly n irect. Include	will be amen nortgage pa	yment proposed herein. Yes No	.S.C. f of
table 13. cla 1 Mtg pr Beginning D 2 Mtg pr	22(b)(5) shall aim filed by to mis to Cer December 2 mis to Far	l be scheduled belov he mortgage creditor nlar 019 @ m Service Agenc	v. Absent an obje r, subject to the st \$1,861.40	ared debt which is to ction by a party in that date for the con	o be maintained a interest, the plan v tinuing monthly n irect. Include	will be amen nortgage pa	nded consistent with the production yment proposed herein.	.S.C. f of
13. cla 1 Mtg pr Beginning C 2 Mtg pr Beginning C	22(b)(5) shall aim filed by to the sto Cer December 2 mts to Far December 2 mrears to	l be scheduled below he mortgage creditor nlar 019 @ m Service Agenc 019 @	v. Absent an obje r, subject to the st \$1,861.40 y \$1,000.00	red debt which is to ction by a party in tart date for the con Plan D Plan D Through	o be maintained an interest, the plan of tinuing monthly notine irect. Include irect. Include November 20	will be amenortgage particles escrow	yment proposed herein. Yes No Yes No 343.80/month (\$20,6	27.89
13. cla 1 Mtg pr Beginning C 2 Mtg pr Beginning C	22(b)(5) shall aim filed by to the sto Cer December 2 mts to Far December 2 mrears to	l be scheduled belov he mortgage creditor nlar 019 @ _ m Service Agenc 019 @ _	v. Absent an obje r, subject to the st \$1,861.40 y \$1,000.00	red debt which is to ction by a party in tart date for the con	o be maintained an interest, the plan with t	will be amenortgage particles escrow	yment proposed herein. Yes No Yes No	27.89
13. cla 1 Mtg pp Beginning C 2 Mtg pp Beginning C 3.1(b) Property -N ad	22(b)(5) shall aim filed by the storms to Cerember 2 must to Farmars to Trears to Trea	l be scheduled below he mortgage creditor nlar 019 @ m Service Agenc 019 @ Cenlar Farm Service Age pal Residence Mor 22(b)(5) shall be sch claim filed by the m	\$1,861.40 y \$1,000.00 ency tgages: All long teduled below. All ortgage creditor,	red debt which is to ction by a party in that date for the con Plan Diagram Plan Diagram Through Through term secured debt which is to the start	o be maintained an interest, the plan of tinuing monthly market. Include irect. Include November 20 November 20 which is to be maintained as a party in interedate for the continuing interests.	will be amenortgage pages escrow see escrow 19 19 ntained and est, the plan	yment proposed herein. Yes No Yes No 343.80/month (\$20,6	27.89 52.00 at to 1
13. cla 1 Mtg pp Beginning C 2 Mtg pp Beginning C 3.1(b) Property -N ad Mtg pmts to	22(b)(5) shall aim filed by the state of the	l be scheduled below he mortgage creditor nlar 019 @ m Service Agenc 019 @ Cenlar Farm Service Age pal Residence Mor 22(b)(5) shall be sch claim filed by the m	stages: All long teduled below. Altertage creditor,	red debt which is to ction by a party in that date for the con Plan Depth Pla	o be maintained an interest, the plan of tinuing monthly market. Include irect. Include November 20 November 20 which is to be maintained as a party in interedate for the continuing interests.	will be amenortgage particles escrow 19 19 19 119 119 119 119 119 119 119 1	yment proposed herein. Yes No Yes No \$343.80/month (\$20,6 \$299.20/month (\$17,9) cured under the plan pursual will be amended consistent	27.8 52.0 at to 1
13. cla 1 Mtg pr Beginning C 2 Mtg pr Beginning C 3.1(b) Property -N ad Mtg pmts to Beginning n	22(b)(5) shall aim filed by the store of the state of the	l be scheduled below he mortgage creditor hlar 1019 @ m Service Agency 1019 @	stages: All long the duled below. All ortgage creditor,	red debt which is to ction by a party in that date for the con Plan Department of the party in t	o be maintained an interest, the plan of tinuing monthly maintenance. Include irect. Include November 20 November 20 which is to be maintenance and a party in interest date for the continuity. Direct.	will be amenortgage particles escrow 19 19 19 Include	yment proposed herein. Yes No Yes No \$343.80/month (\$20,6 \$299.20/month (\$17,9) cured under the plan pursuan will be amended consistent hly mortgage payment proposes escrow Yes No	27.8 52.0 with to 1
13. cla 1 Mtg pr Beginning C 2 Mtg pr Beginning C 3.1(b) Property -N ad Mtg pmts to Beginning n	22(b)(5) shall aim filed by the store of the state of the	l be scheduled below he mortgage creditor nlar 019 @ m Service Agenc 019 @ Cenlar Farm Service Age pal Residence Mor 22(b)(5) shall be sch claim filed by the m	stages: All long the duled below. All ortgage creditor,	red debt which is to ction by a party in that date for the con Plan Department of the party in t	o be maintained an interest, the plan of tinuing monthly maintenance. Include irect. Include November 20 November 20 which is to be maintenance and a party in interest date for the continuity. Direct.	will be amenortgage particles escrow 19 19 19 Include	yment proposed herein. Yes No Yes No \$343.80/month (\$20,6 \$299.20/month (\$17,9) cured under the plan pursual will be amended consistent hly mortgage payment propo	27.8 52.0 with to 1
13. cla 1 Mtg pr Beginning C 2 Mtg pr Beginning C 3.1(b) Property -N ad Mtg pmts to Beginning n	22(b)(5) shall aim filed by the storm of the	l be scheduled below he mortgage creditor hlar 1019 @ m Service Agency 1019 @	s. Absent an object, subject to the standard sta	red debt which is to ction by a party in tart date for the con Plan Department of the party in tart date for the con Plan Department of the party in tart date for the con Plan Through Through term secured debt where the start of the start Plan Through Th	o be maintained an interest, the plan of tinuing monthly rect. Include irect. Include November 20 November 20 which is to be maintained as party in interedate for the continuity. Direct.	will be amenortgage particles escrow 19 19 19 Include	yment proposed herein. Yes No Yes No \$343.80/month (\$20,6 \$299.20/month (\$17,9) cured under the plan pursuan will be amended consistent hly mortgage payment proposes escrow Yes No	27.8 52.0 with to 1
13. cla 1 Mtg pp Beginning C 2 Mtg pp Beginning C 3.1(b) Property -N ad Mtg pmts to Beginning n Property -NO 3.1(c)	22(b)(5) shall aim filed by the storm of the	l be scheduled below he mortgage creditor hlar 1019 @ m Service Agency 1019 @ Cenlar Farm Service Age pal Residence Mor 22(b)(5) shall be sch claim filed by the m crears to claims to be paid in with the proof of claim	stages: All long to the dull over the plan filed by the morox. amt. due:	red debt which is to ction by a party in that date for the configuration and the party in the pa	o be maintained an interest, the plan of tinuing monthly rect. Include irect. Include November 20 November 20 which is to be maintained at for the continuity a party in interedate for the continuity. Direct.	will be amenortgage particles escrow 19 19 19 Include	yment proposed herein. Yes No Yes No \$343.80/month (\$20,6 \$299.20/month (\$17,9 cured under the plan pursuar will be amended consistent hly mortgage payment proposes escrow Yes No	27.8 52.0 to 1 with sed
13. cla 1 Mtg pp Beginning C 2 Mtg pp Beginning C 3.1(b) Property -N ad Mtg pmts to Beginning n Property -NO 3.1(c)	22(b)(5) shall aim filed by the storm of the	l be scheduled below he mortgage creditor hlar 1019 @ m Service Agency 1019 @ Cenlar Farm Service Age pal Residence Mor 22(b)(5) shall be sch claim filed by the m crears to claims to be paid in with the proof of claim	stages: All long to the dull over the plan filed by the morox. amt. due:	red debt which is to ction by a party in tart date for the con Plan Department of the party in tart date for the con Plan Department of the party in tart date for the con Plan Through Through term secured debt where the start of the start Plan Through Th	o be maintained an interest, the plan of tinuing monthly maintenance. Include Include November 20 November 20 Which is to be maintenance and after for the continuity a party in interedate for the continuity. Direct. Include November 20 Novembe	will be amenortgage particles escrow 19 19 19 Include	yment proposed herein. Yes No Yes No \$343.80/month (\$20,6 \$299.20/month (\$17,9 cured under the plan pursuar will be amended consistent hly mortgage payment proposes escrow Yes No	27.8 52.0 with to 1
13. cla 1 Mtg pp Beginning C 2 Mtg pp Beginning C 3.1(b) Property -N Ad Mtg pmts to Beginning n Property -NO 3.1(c) Creditor: - Property Add Principal Bala	22(b)(5) shall aim filed by the storm of the	l be scheduled below he mortgage creditor har 1019 @ m Service Agency 1019 @ m	stages: All long to the deduction of the stage of the sta	red debt which is to ction by a party in that date for the constant date for the plan. Through the constant debt where the constant deb	o be maintained an interest, the plan of tinuing monthly rect. Include Include November 20 November 20 which is to be maintained at for the continuity a party in interedate for the continuity. Direct. Include November 20 November 2	will be amenortgage particles escrow 19 19 19 Include	yment proposed herein. Yes No Yes No \$343.80/month (\$20,6 \$299.20/month (\$17,9 cured under the plan pursuar will be amended consistent hly mortgage payment proposes escrow Yes No	27.8 52.0 at to with
13. cla 1 Mtg pr Beginning C 2 Mtg pr Beginning C 3.1(b) Property -N Mtg pmts to Beginning n Property -NO 3.1(c) Creditor: - Property Add Principal Bala (as stated in F	22(b)(5) shall aim filed by the state of the	l be scheduled below he mortgage creditor hlar 1019 @ m Service Agency 1019 @	stages: All long to the deduction of the stage of the sta	red debt which is to ction by a party in that date for the constant date for the plan. Through the constant debt where the constant deb	o be maintained an interest, the plan of tinuing monthly maintenance. Include irect. Include November 20 November 20 which is to be maintenance and attention of the continuity of the continui	will be amenortgage particles escrow 19 19 19 Include	yment proposed herein. Yes No Yes No \$343.80/month (\$20,6 \$299.20/month (\$17,9 cured under the plan pursuar will be amended consistent hly mortgage payment proposes escrow Yes No	27.8 52.0 with to

Case 19-13557-JDW Doc 24 Filed 10/21/19 Entered 10/21/19 10:06:31 Desc Main Case 19-13557-JDW Doc 2 Filed 09/03/19 Entered 09/03/19 16:09:34 Desc Main Document Page 3 of 7

Debtor E	Imer Richardson		Case number	-	
Special claim for (as stated in Part 4	taxes/insurance: \$ 4 of the Mortgage Proof of 6	-NONE- /mor	nth, beginningmonth .		
	rdered by the court, the inte	rest rate shall be the curent Till	I rate in this District		
3.2 Motion	for valuation of security, j	payment of fully secured claim	ns, and modification of ur	dersecured claims. Check	one.
	None. If "None" is checke The remainder of this par	ed, the rest of § 3.2 need not be ragraph will be effective only i	completed or reproduced. f the applicable box in Par	t 1 of this plan is checked.	
¥	amounts to be distributed at the lesser of any value s	ule 3012, for purposes of 11 U. to holders of secured claims, deter forth below or any value set adline announced in Part 9 of the	ebtor(s) hereby move(s) the forth in the proof of claim.	court to value the collateral Any objection to valuation s	described below hall be filed on
	of this plan. If the amount treated in its entirety as an	d claim that exceeds the amoun of a creditor's secured claim is unsecured claim under Part 5 of d on the proof of claim controls	s listed below as having no of this plan. Unless otherwi	value, the creditor's allowed se ordered by the court, the a	claim will be
Name of creditor	r Estimated amount of creditor's total claim #	Collateral	Value of collateral	Amount of secured claim	Interest rate*
Farm Service Agency	\$4,600.00	13 cows	\$15,000.00	\$4,600.00	6.75%
Panola County Tax Collector	\$3,645.00	120 Acres in Panola County Farm Land adjacent to homestead	\$250,000.00	\$3,645.00	**See Part 8.1
Statewide Federal Credit Union	\$7,377.50	2006 Ford F-250 4WD 185,000 miles & 2016 Honda ATV	\$8,190.00	\$7,377.50	6.75%
Statewide Federal Credit Union	\$951.53	2006 Ford F-250	\$8,190.00	\$951.53	6.75%
Statewide Federal Credit Union	\$9,071.80	2006 Ford F-250	\$3,360.97	\$3,360.97	6.75%
Statewide Federal Credit Union	\$1,027.00	2015 Honda ATV	\$3,500.00	\$0.00	**See Part 8.1
Insert additional	claims as needed.				
#For mobile home	es and real estate identified	in § 3.2: Special Claim for taxe	es/insurance:		
Name o	f creditor	Collateral	Amount per montl	n Begin	ning
* Unless otherwis	se ordered by the court, the	interest rate shall be the current	t Till rate in this District		
For vehicles ider	ntified in § 3.2: The current	mileage is			

Case 19-13557-JDW Doc 24 Filed 10/21/19 Entered 10/21/19 10:06:31 Desc Main Case 19-13557-JDW Doc 2 Desc Main Document Page 4 of 7

Debtor	7	Elmer Richardso	on		Case num	iber	
3.3	Secure	d claims excluded	from 11 U.S.C	C. § 506.			
Chec	ck one.	None. If "None" The claims listed			t be completed or reprodu	ced.	
				fore the petition date a e of the debtor(s), or	and secured by a purchase	money security interest	in a motor vehicle
		(2) incurred with	in 1 year of the	e petition date and seco	ared by a purchase money	security interest in any	other thing of value.
		claim amount sta	ted on a proof	of claim filed before t	nterest at the rate stated be he filing deadline under B trary timely filed proof of	ankruptcy Rule 3002(c)	controls over any
Statew		ne of Creditor Ieral Credit Unio	n 2014	Coll Lexus LS 460 55,0	lateral 100 miles	Amount of cla \$34,718	
*Unless	otherwis	e ordered by the co	urt, the interest	t rate shall be the curre	ent Till rate in this District		
Insert ac	lditional	claims as needed.					
3.4	Motion	to avoid lien purs	suant to 11 U.S	S.C. § 522.			
Check o		The remainder of	f this paragrap	ph will be effective on	t be completed or reprodu ly if the applicable box in	Part 1 of this plan is cl	
	¥	which the debtor security interests order confirming Notice of Chapte judicial lien or se if any, of the jud U.S.C. § 522(f) a	(s) would have securing a clair the plan unles or 13 Bankrupto curity interest icial lien or sec	been entitled under 1 m listed below will be is the creditor files and by Case (Official Form that is avoided will be curity interest that is no	ney security interests secu- 1 U.S.C. § 522(b). Unless avoided to the extent that objection on or before the a 309I). Debtor(s) hereby to treated as an unsecured co of avoided will be paid in the than one lien is to be avo	otherwise ordered by the it impairs such exemption objection deadline announce of the court to find laim in Part 5 to the extended in the court of full as a secured claim uncertainty.	one court, a judicial lien or ons upon entry of the bunced in Part 9 of the d the amount of the ent allowed. The amount, under the plan. See 11
Nam	ie of cred	mor - ·	subject to ien	Lien amount to be avoided	Secured amount remaining	Type of lien	Lien identification (county, court, judgment date, date of lien recording, county, court, book
Tower Bates	Loan C ville	Treadmil Exercise	l (\$100), bike (\$75), er (\$1500), er (\$50), vith nts tool box	\$3,275.0	0 \$0.00	Non-Purchase Money Security	and page number) UCC
Insert ac	dditional	claims as needed.					
3.5	Surrei	nder of collateral.					
	Check ☐ ✓	None. If "None" The debtor(s) ele	ect to surrender	to each creditor listed	t be completed or reproduled below the collateral that U.S.C. § 362(a) be termin	secures the creditor's cla	aim. The debtor(s) request only and that the stay

Case 19-13557-JDW Doc 24 Filed 10/21/19 Entered 10/21/19 10:06:31 Desc Main Case 19-13557-JDW Doc 2 Decument Page 5 of 7

Debtor	г	Elmer Richardson		Case numb	er
		under § 1301 be terminated in a treated in Part 5 below.	all respects. Any allo	wed unsecured claim resulting	g from the disposition of the collateral will be
		Name of Creditor			Collateral
Tradi	tion A	ito Sales		2012 Volvo VNL wrecked	
Insert a	addition	al claims as needed.			
Part 4:	Tre	atment of Fees and Priority Claim	ıs		
4.1			aims, including dom	estic support obligations other	r than those treated in § 4.5, will be paid in full
4.2		tee's fees tee's fees are governed by statute an	d may change during	g the course of the case.	
4.3	Atto	rney's fees.			
	₩ N	o look fee: \$3,600.00			
		Total attorney fee charged:	\$3,600.00		**
		Attorney fee previously paid:	\$190.00		
		Attorney fee to be paid in plan per confirmation order:	\$3,410.00		
	F	Iourly fee: \$ (Subject to appro	oval of Fee Applicat	ion.)	
4.4	Prio	rity claims other than attorney's f	fees and those treat	ed in § 4.5.	
	Chec ¥	ck one. None. If "None" is checked, th	te rest of § 4.4 need to	not be completed or reproduce	o. od.
4.5	Don	nestic support obligations.			
	*	None. If "None" is checked, th	ne rest of § 4.5 need	not be completed or reproduc	ed.
Part 5		atment of Nonpriority Unsecured			
5.1	Non	priority unsecured claims not sep	arately classified.		8
	Allo	wed nonpriority unsecured claims the iding the largest payment will be eff	hat are not separately fective. Check all the	classified will be paid, pro rate apply.	ata. If more than one option is checked, the option
		e sum of \$			
¥] <u>T</u> I	% of the total amount of these cl ne funds remaining after disburseme	aims, an estimated p nts have been made	to all other creditors provided	for in this plan.
	If Re	the estate of the debtor(s) were liqui- egardless of the options checked abo	idated under chapter ove, payments on allo	7, nonpriority unsecured claim owed nonpriority unsecured cl	ns would be paid approximately \$0.00. laims will be made in at least this amount.
5.2	Oth	er separately classified nonpriorit	y unsecured claims	(special claimants). Check o	ne.
	□	None. If "None" is checked, the The nonpriority unsecured allo	he rest of § 5.2 need wed claims listed be	not be completed or reproduc low are separately classified a	ed. and will be treated as follows:

Case 19-13557-JDW Doc 24 Filed 10/21/19 Entered 10/21/19 10:06:31 Desc Main Case 19-13557-JDW Doc 2 Filed 09/03/19 Entered 09/03/19 16:09:34 Desc Main Document Page 6 of 7

Debt	tor Elmer Richards	son	Case number	
	Name of Creditor	Basis for separate classification and treatment	Approximate amount owed	Proposed treatment
ED I	Financial	Student Loans in Deferment	\$187,983.00	No Distribution
Insert	t additional claims as needed.			÷
Part	•	nd Unexpired Leases s and unexpired leases listed below ar	re assumed and will be treated a	s specified. All other executory
	contracts and unexpire	d leases are rejected. Check one.		
	None. If "None	e" is checked, the rest of § 6.1 need not	be completed or reproduced.	
Part	7: Vesting of Property of	the Estate		r)
7.1	Property of the estate v	vill vest in the debtor(s) upon entry of	discharge.	
Part	8: Nonstandard Plan Pro	visions		
Part	None. If "None Under Bankru otherwise incl The following 1. Upon the within 30 special of 2. The clair 3. The clair claims of	Nonstandard Plan Provisions "is checked, the rest of Part 8 need not uptcy Rule 3015(c), nonstandard provision uded in the Official Form or deviating from g plan provisions will be effective only e filing of a Notice of Postpetition Mortgag days after the filing of said Notice, the Telaim over the remaining plan term and ac m of Panola County Chancery Clerk/Tax ms of Statewide FCU are all cross-collate f Statewide FCU as a secured creditor.	ns must be set forth below. A nons m it. Nonstandard provisions set o r if there is a check in the box "li ge Fees, Expenses, and Charges, rustee is authorized to pay the am djust the plan payment accordingly Assessor for property taxes shall be	and absent any objection being filed ount contained in the Notice as a top paid directly by the Debtor.
comp	Debtor(s) and attorney for the plete address and telephone m			ney, the Debtor(s) must provide their
X	/s/ Elmer Richardson Elmer Richardson	X	Signature of Debtor 2	
	Signature of Debtor 1 Executed on September	r 3, 2019	Executed on	
	4685 Barn Acre Rd			
	Address Batesville MS 38606-000		ddress	ž.
	City, State, and Zip Code		ity, State, and Zip Code	
i	Telephone Number	Te	elephone Number	
X	Isl Robert H. Lomenick Robert H. Lomenick 104 Signature of Attorney for De 126 North Spring Street Post Office Box 417 Holly Springs, MS 38635	186 ebtor(s)	September 3, 2019	

Case 19-13557-JDW Doc 24 Filed 10/21/19 Entered 10/21/19 10:06:31 Desc Main Case 19-13557-JDW Doc 2 Document Page 7 of 7

Debtor	Elmer Richardson	Case number	
	ss, City, State, and Zip Code 52-3224	104186 MS	
Teleph	one Number	MS Bar Number	
	nick@gmail.com Address		

941± 91 , 949	TESTAPPS (ACT	Sauge 4 E St	A GR BRUANNAR	ARDIS #8 18669 5	100	FINANCED UNDER
	_		7,46,527			FEDERAL LAW OF
09 21=19	SAME REPORT AND INC.	SASAY,	ADDRESS			AREACH MARKET A RECO
Lenger movement.						ATO A 242 11/24
TOWER	DOAN OF MIS	SISSIPP1 L	LC DBA TOWER	LOAN OF BATES	VILLE	Amounts paid to oincis on
FEDERAL TRUT	HIN LENDING DIS					Four pensiting may be rotate
CENTAGE RATE	FINANCE CHARGE	Amount Finances	form of Payments	Scheibig of Conserul	a Merchia Parmenta	Freedomina is number 1922
36.76%	\$2274,95	\$4667.05		Number of payments	Amount of each parmicia	CINITAINEN, 1
			\$6942.00	1 ³⁷ Paymeni Dira	267.00	C14 (1) (2) (2) (2) (2)
The rostics you from	The dallar shounting trait will describe.	Fine alluming or creat provided to you or co your tenals	have gold aday you have made as pay times made as gay	11/05/18	12/05/20	ESE CHE 1 : 50
SECURITY: V-						VANT:
	are giving a security in					—-NIN ;
ATE CHARGE I	a parament is siste (in a parament is siste (in	have with us also sec	ures ofner and tuture inc	debladness	yment, not to exceed \$50.0	
ILING FEES		- delymone you	mor custique no Brexto	31 OL 22 OR CL 43 GL(UB D)	yment, not to exceed \$50.0	C
	-AIL00					- 1 1 1
REPAYMENT- 11,	on pay off early your	will not have to pay a p	enalty and you may be	entitled to a refund of par	of the finance charge	Cance 4. 1 277
e your Promisson !	Unie and Somethy And	onmani lacasa a salah		anpaymont, default, any re		Acceptable 1 4945
stern the scheduled t	date and preanyment	refunds and penattics		The state of the s	quirco repayment in full	Amoun Stainus 277
SURANCE: Com	fut life area arriva			-		(TOTAL) 5_4667_
LALE DEC CT IT	AL CL PREMIUM	read demonity insuran	ce are not inquired to be	stain credit, and will not be Signatures	provided unless you sign	and agree to pay the annual cost
Si yo X	s 122 6	4 Eth mentioned	x Ele. L,	Wiele x	X:	-10
Jum reus L ts	1	Will want clear.	x	Υ.		
C-8011	93	3 mars credit that		^	X.	
100	海 柳图	andly naurance	Ar.			
SCLOSURES R buding the closing le	EQUIRED BY MI	Irom anyone you nal property insur SSISSIPPI LAW. Irom the finance PROMIS N IN THE ABOV	ance from or through charge, the state finen SSORY NOTE AND E DISCLOSURE S	nauranco company I ph the creditor, you w ce charge is s199 D SECURITY AGRE TATEMENT IS INC	7.27 ANU THE	REFERENCE
ARTIES: Borrower and control of the country of the	EQUIRED BY MI of \$ 277.68 LL INFORMATIO means all Borrow eved Borrower, a evel Payments is leal rower shall pay Los s due date but Borr UND: When Borro or refund all of the i fore 90 days from, is from the date of less 20 days If to secure paym ES. If Lender ronu and Borrower as I all keep the secural defaults when (I) i borrower moves the o, destroyed, or sub- ably deems itself in borrower defaults, Le borrow	Irom anyone you nal property insur nal property insur self-self-self-self-self-self-self-self-	want, provided the inches from or through the state fines of SSORY NOTE ANTE EDISCLOSURE Sthether one or more, promises to pay to the first firs	the creditor, you were the control of the control o	7.27 And the: EMENT LUDED HEREIN BY is Lender named above Total of Payments* (so or other indulgences by on any payment that co yment in from Lender within image on this loan, (ii) if it or charges computed by be insurance on the see at least len (10) days w form adverse lens and wer does not fully perfivor abandons the soci Borrower defaults und any credit insurance an	Single Injects: State contract rate is 31.03 / REFERENCE the above), in the monthly payme Londer shall not rolease Borrow intinuous unpaut for more time fifte 10 days from the date of this lo- 10 days from the date of the lo- 10 days from the date of the lo- 10 days from the date of the lo- 10 days from the date of this lo- 10 days from the

ARBITRATION AGREEMENT. BY SIGNING BELOW AND OBTAINING THIS LOAN, BORROWER AGREES TO THE ARBITRATION AGREEMENT ON THE ADDITIONAL PAGES OF THIS AGREEMENT YOU SHOULD READ IT CAREFULLY BEFORE YOU SIGN BELOW. IMPORTANT PROVISIONS, INCLUDING OUR PRIVACY POLICY, ARE CONTAINED ON ADDITIONAL PAGES AND INCORPORATED HEREIN.

Chy L Kilmban		
HORROWER	NORROWER	DORROWER

Case 19-13557-JDW Doc 24 Filed 10/21/19 Entered 10/21/19 10:06:31 Desc Main Document Page 12 of 12 Case 19-10614-JDW Claim 13-1 Filed 03/26/19 Desc Main Document Page 5 of 6

			File Numbc.	,
ICC FINANCING STATEMENT	r		Date Filed: 10/1/2	018 3:45:42 PM
OLLOWINSTRUCTIONS			C. Delbert Hos	semann, Jr.
A. NAME & PHONE OF CONTACT AT			Secretary (of State
First Tower Corp	601-992-0153		_	
B. EMAIL CONTACT AT FILER (option	ai)			
dale@towerloan.com C. SEND ACKNOWLEDGMENT TO: (N	Name and Address)			5a
	_			
FIRST TOWER CO	PB !			
P O BOX 320001	RF.			
FLOWOOD, MS 39	9232-0001			
1:		~		A CONTROL OF CARRY
Promote and a little and	blor Name (1a or 1b)(use exact, full name; do not omit, modif		HE ABOVE SPACE IS FOR FILING	
name will not fit in line 1b, leave all of item	1 blank checkhere and provide the individual Debtor in	formation in item 10	of the Financing Statement Addendu	m (Farm UCCIAd)
1a ORGANIZATIONNAME				
1b. NOVIOUAL'S SURVAME	FIRST PERSONAL NAME		AME(S)/INTIAL(S)	SUFFIX
RICHARDSON	.ELMER	L	POSTAL CODE	COUNTRY
MUNGADORES 1685 BARNACRE RD	SARDIS	MS	38666-5200	USA
DEDTODE MANE Produces Del	btor Name (2a or 2b)(use exact, full name; do not omit, modification of the light o	v or abbreviate anv	part of the Debtor's Name); If any part of	of the Individual Debtor's
, MALING ADDRESS	αιγ	STATE	POSTAL CODE	COUNTRY
	of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide of	nly one Segued Pa	rfy name (3a or 3b)	
CECLIDED DADTVE NAME (~ NAME	OF PERCENCE OF PERCENCE AND A PERCEN	7.1	nerge beaut	
SECURED PARTY'S NAME (or NAME 39. ORGANIZATION NAME				
39 OFGANZATION NAME				(Acres)
39. OFGANZATION NAME	IPPI, LLC	ADDITIONAL N	AME(S)/INTIAL(S)	SUFFIX
39. OFFICANIZATION INVIDE TOWER LOAN OF MISSISS 36. NOVIDUAL'S SURVAME	PRST PERSONAL NAME		AMERSYNNITIAL(S)	SUFFIX
39. OF CANZATION NAME TOWER LOAN OF MISSISS 36. NOW DUAL'S SURVAME MALING ACCRESS O BOX 1647	OTY BATESVILLE	STATE MS		
39. OF CANZATION NAME TOWER LOAN OF MISSISS 30. NOWOUAL'S SURVAME DO BOX 1647 COLLATERAL: This financing statement READMILL, BOW FLEX, 60	OTY BATESVILLE	STATE MS AFTSMAN,	POSTAL CODE 39568	COLNTRY USA
39. ORGANIZATION NAME TOWER LOAN OF MISSISS 36. NOWDUAL'S SURVAME MALINGALDRESS O BOX 1647 COLLATERAL: This financing statemer READ MILL, BOW FLEX, 60	PRST RESONAL NAME OTY BATESVILLE It oversthe following collateral: " ZERO TURN MOWER, ECHO, CRA	STATE MS AFTSMAN,	POSTAL CODE 39568	COLNTRY USA
39. ORGANIZATION NAME TOWER LOAN OF MISSISS 30. NOVIDUAL'S SURVAIVE MILINGAEDRESS O BOX 1647 COLLATERAL: This financing statemer READMILL, BOW FLEX, 60	PRST RESONAL NAME OTY BATESVILLE It oversthe following collateral: " ZERO TURN MOWER, ECHO, CRA	STATE MS AFTSMAN,	POSTAL CODE 39568	COLNTRY USA
39. ORGANIZATION NAME TOWER LOAN OF MISSISS 30. NOVIDUAL'S SURVAIVE MILINGAEDRESS O BOX 1647 COLLATERAL: This financing statemer READMILL, BOW FLEX, 60	PRST RESONAL NAME OTY BATESVILLE It oversthe following collateral: " ZERO TURN MOWER, ECHO, CRA	STATE MS AFTSMAN,	POSTAL CODE 39568	COLNTRY USA
39. ORGANIZATION NAME TOWER LOAN OF MISSISS 30. NOVIDUAL'S SURVAIVE . MALINGACORESS P. O. BOX 1647 COLLATERAL: This financing statemer READMILL, BOW FLEX, 60	PRST RESONAL NAME OTY BATESVILLE It oversthe following collateral: " ZERO TURN MOWER, ECHO, CRA	STATE MS AFTSMAN,	POSTAL CODE 39568	COLNTRY USA
39. CREANZATION NAME TOWER LOAN OF MISSISS 30. NOVIOUAL'S SURVAME MALINGACORESS O BOX 1647 COLLATERAL: This financing statemer READMILL, BOW FLEX, 60	PRST RESONAL NAME OTY BATESVILLE It oversthe following collateral: " ZERO TURN MOWER, ECHO, CRA	STATE MS AFTSMAN,	POSTAL CODE 39568	COLNTRY USA
39. OF CANZATION NAME TOWER LOAN OF MISSISS 30. NOVOUAL'S SURVAME DO BOX 1647 COLLATERAL: This financing statemer READMILL, BOW FLEX, 60	PRST RESONAL NAME CITY BATESVILLE Int covers the following collateral: " ZERO TURN MOWER, ECHO, CRATERNATIONAL TRACTOR, BUSH HOG,	STATE MS	POSTAL CODE 39568 55" VIZIO FLAT SCREE	COUNTRY USA EN, 42" VIZIO FLAT SC
39. CREANZATION NAME TOWER LOAN OF MISSISS 30. NOVIOUAL'S SURVAME MALINGACORESS O BOX 1647 COLLATERAL: This financing statemer READMILL, BOW FLEX, 60	PRST RESCHAL NAME CITY BATESVILLE Int covers the following collaborat: " ZERO TURN MOWER, ECHO, CRATERNATIONAL TRACTOR, BUSH HOG,	STATE MS	POSTAL CODE 39568 55" VIZIO FLAT SCREE	COUNTRY USA EN, 42" VIZIO FLAT SO
3a. ORGANIZATION NAME TOWER LOAN OF MISSISS 3b. NOVIDUAL'S SURVAME MALINGACENESS O BOX 1647 COLLATERAL: This financing statemer READMILL, BOW FLEX, 60' RD, 32" VIZIO FLAT, 1086 INT Check only if applicable and check only one is Check only if applicable and check only one is	PRST RESONAL NAME OTY BATESVILLE Int oversthe following collateral: " ZERO TURN MOWER, ECHO, CRATERNATIONAL TRACTOR, BUSH HOG, box: Collateral is held in a Trust (see UCC1Ad Horn 17)	STATE MS AFTSMAN, 5	POSTAL CODE 39568 55" VIZIO FLAT SCREE	COUNTRY USA EN, 42" VIZIO FLAT SO
TOWER LOAN OF MISSISS 36. NOVIDUAL'S SURVAME MALINGACCRESS O BOX 1647 COLLATERAL: This financing statemer READMILL, BOW FLEX, 60' RD, 32" VIZIO FLAT, 1086 INTO Check only if applicable and check only one in the check only if applicable and check only if	PRST RESCNAL NAME CITY BATESVILLE Int covers the following collateral: " ZERO TURN MOWER, ECHO, CRATERNATIONAL TRACTOR, BUSH HOG, box: Collateral is held in a Trust (see UCC1Ad literal 1); is box: Manufactured Home Transaction A Debtor is a Trans	STATE MS AFTSMAN, 5	POSTAL CODE 39568 55" VIZIO FLAT SCREE being administered by a Decer be. Oneckonly if applicable a	COUNTRY USA EN, 42" VIZIO FLAT SO dent's Personal Representative and check only one box